

<b>INVITATION TO BID</b>		<b>LSU</b>	<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			<b>05/31/2006</b>	<b>11:00 AM CT</b>
<b>SOLICITATION 000000704</b> VENDOR # VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 80px; width: 350px; margin-top: 10px;"></div>			RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER James Frazier BUYER PHONE (225)578-2306 ISSUE DATE 05/09/2006	
TITLE: SHC RECORDS STORAGE OFFSITE				

### To Be Completed By Bidder

1. \_\_\_\_\_ "No Bid" (sign and return this page only).
2. \_\_\_\_\_ My Company does not wish to receive future solicitations for this commodity code.
3. Specify your Delivery: To be made within \_\_\_\_\_ days after receipt of order.
4. Specify your Payment Terms: \_\_\_\_\_  
 Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards.
5. Specify your Bid Reference Number: \_\_\_\_\_  
 (This number will appear on any resulting order or contract.)

### General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.
3. Read the entire solicitation, including all terms, conditions and specifications.
4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.
7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

BIDDER (Name of Firm)	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE ZIP
PRINTED NAME	PHONE #
TITLE	FAX #
E-MAIL	FEDERAL TAX ID #

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

**1. Bid Delivery and Receipt**

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

**2. Bid Forms**

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

**3. Interpretation of Solicitation/Bidder Inquiries**

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

**4. Bid Opening**

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Office during normal working hours.

**5. Special Accommodations**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

**6. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

**7. New Products/Warranty/Patents**

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

**8. Descriptive Information**

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

**9. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**10. Taxes**

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**11. Terms and Conditions**

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

**12. Vendor Forms/LSU Signature Authority**

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

**13. Awards**

Award will be made to the lowest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

**14. Acceptance of Bid**

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order/contract.

**15. Applicable Law**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**16. Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

**17. Testing/Rejected Goods**

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

**18. Delivery**

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**19. Default of Vendor**

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

**20. Vendor Invoices**

Invoices shall reference the LSU purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

**21. Delinquent Payment Penalties**

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**22. Assignment of Contract/Contract Proceeds**

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Purchasing Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**23. Contract Cancellation**

LSU has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

**24. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**25. Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**26. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

**27. Certification of No Suspension or Debarment**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.epls.gov](http://www.epls.gov).

**PRICE SHEET****INVITATION TO BID**

PAGE 5

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSU LSU STUDENT HEALTH CENTER Business Office - Rm 173 Infirmary Road Baton Rouge, LA 70803  ALL-OR-NONE AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.  Commodity Code: 920-48 STORAGE, INITIAL ACQUISITION OF RECORDS (FIRST YEAR START-UP COST ONLY). COST PER BOX X 480 CF OF BOXES.	480.00	CUFT	\$	\$
0002	Commodity Code: 920-48 STORAGE, INITIAL ACQUISITION: TRANSPORTATION OF RECORDS IN 1.2 CF BOXES TO OFFSITE FACILITY (FIRST YEAR START-UP COST ONLY). COST PER BOX X 480 CF OF BOXES.	480.00	CUFT	\$	\$
0003	Commodity Code: 920-48	20000.00	EA	\$	\$

**PRICE SHEET****INVITATION TO BID**

PAGE 6

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0004	STORAGE, INITIAL ACQUISITION: INDEXING OF RECORDS (FIRST YEAR START-UP COST ONLY). COST TO INDEX PER RECORD X 20,000 RECORDS.  Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: STORAGE OF BOXES. COST TO STORE PER BOX X 480 CF OF BOXES PER YEAR.	480.00	CUFT	\$	\$
0005	Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: RECORD RETRIEVAL AND DELIVERY TO THE SHC OF MATERIALS, AND RETURN TO STORAGE FACILITY. COST OF TRANSPORTATION PER TRIP X 50 TRIPS PER YEAR.	50.00	EA	\$	\$
0006	Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: RECORD RETRIEVAL AND DELIVERY TO THE SHC OF MATERIALS, AND RETURN TO STORAGE FACILITY.	150.00	BX	\$	\$

**PRICE SHEET****INVITATION TO BID**

PAGE 7

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0007	COST PER 1.2 CF BOX RETRIEVAL X 150 BOXES PER YEAR.  Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: RECORD RETRIEVAL AND DELIVERY TO THE SHC OF MATERIALS, AND RETURN TO STORAGE FACILITY. COST PER RECORD RETRIEVAL X 150 RECORDS PER YEAR.	150.00	EA	\$	\$
0008	Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: PICK-UP FROM THE SHC NEW RECORDS.COST PER 1.2 CF BOX X 100 BOXES PER YEAR.	100.00	BX	\$	\$
0009	Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: INDEXING OF NEW RECORDS. COST TO INDEX PER RECORD X 5000 RECORDS PER YEAR.	5000.00	EA	\$	\$
0010	Commodity Code: 920-48	150.00	CUFT	\$	\$

**PRICE SHEET****INVITATION TO BID**

PAGE 8

SOLICITATION 000000704

DUE DATE 05/31/2006

DUE TIME 11:00 AM

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0011	STORAGE, ONGOING OPERATIONS: DESTRUCTION OF RECORDS. COST TO RETRIEVE PER CF OF RECORDS TO BE DESTROYED X 150 CF PER YEAR.  Commodity Code: 920-48 STORAGE, ONGOING OPERATIONS: DESTRUCTION OF RECORDS. COST TO DESTROY PER CF OF RECORDS X 150 CF PER YEAR	150.00	CUFT	\$	\$
0012	Commodity Code: 920-48 STORAGE, TERMINATION: COST TO PERMANENTLY WITHDRAW FROM THE ACCOUNT. INCLUDE COST OF DELIVERING ALL RECORDS TO A LOCATION IN THE BATON ROUGE AREA AND CLOSING THE ACCOUNT. COST PER CF X 580 CF PER YEAR.	580.00	CUFT	\$	\$



**Health Records Offsite Storage  
Student Health Center, Louisiana State University**

Louisiana State University and A & M College wishes to enter into an agreement for offsite storage of health records for the Student Health Center (SHC). The successful bidder will be responsible for providing boxes, picking up and delivering the records to the offsite facility, indexing the appropriate records, records storage, delivering specified records to the SHC at its request and returning them to the offsite facility and the destruction of records.

Often, the records in the SHC constitute the sole documentation of the health diagnosis and treatment. For this reason, these records are considered, for all practical purposes, irreplaceable documents. The importance of these records requires that the successful bidder assure the SHC of the successful bidder's professional acuity and commitment to excellence of service--all of which is necessary in order for the SHC to provide the level of service demanded by its staff and clients. The SHC reserves the right to inspect the successful bidder's facility prior to the awarding of the contract to confirm that the facility conforms to these specifications.

The offsite facility must be a dedicated vital records storage facility, designed for the storage of hard copy records. Shared facilities such as mini-warehouses, storage/moving companies, or other public storage businesses are not acceptable. Records storage facilities designed for temporary storage of nonpermanent records are not acceptable.

**Note:** Vital records can be defined as permanent records that cannot be replaced even after significant effort, expense, and delay, in that they are the sole handwritten record created at the time of the actual patient appointment, appearance, examination, and recording of the patient health information. In addition, they are the legal record of the care rendered to the client at the time of service at the LSU Student Health Center.

The successful bidder will provide the Student Health Center with their standard boxes and Student Health Center personnel will place all records into the boxes and label the boxes with content and year of destruction. The Student Health Center will be responsible for sorting records in alphabetic and year/semester orders. The same procedure will be used for subsequent records. The Student Health Center will notify the successful bidder of the exact number of boxes required.

**RECORD TYPES AND ESTIMATED VOLUME**

The types of records to be stored include but are not limited to: medical and mental health patient records, Worker's Compensation, immunization, pharmacy, insurance claim and office records.

These records are contained in approximately 480 cubic feet (cf) of storage boxes of the following size: 10ft high x 12ft wide x 15ft deep, 1.2 cf.

Every year approximately 80 cubic feet of new records will require delivery to and storage at the successful bidder's offsite facility.

## **INDEXING**

Successful bidder will be responsible for indexing those files requiring indexing. The following is the minimum data to be indexed: name, social security number, file year and box number. Indexing of files is to be completed within four work days (Monday - Friday excluding holidays) from the date of receipt by the off-site facility.

## **DESTRUCTION OF RECORDS**

Up to 40 cubic feet of records will be scheduled for destruction annually by the successful bidder. The Student Health Center will flag all records with the date of planned destruction. Destruction is to be accomplished by shredding or other methods so that the records are permanently unreadable. Successful bidder will provide the Student Health Center with a certificate of destruction.

## **BUSINESS ASSOCIATE AGREEMENT**

The successful bidder must be prepared to enter into a HIPAA Business Associate agreement under the Health Insurance Portability and Accountability Act regulations and to implement internal policies to assure the confidentiality of the stored records. **Provide with bid a sample of the bidder<sup>TM</sup> Business Associate agreement.**

**The successful bidder must provide evidence of complying with all of the following specifications and conditions:**

1. Provide appropriate evidence of incorporation as a vital records storage facility for at least the last three (3) consecutive years.
2. Provide at least three clients references. Two of these clients must in the medical industry and have patient records stored at the bidder<sup>TM</sup> facility. Provide reference client name, telephone number, contact name, and dates of service. None of the references can be financially affiliated with the bidder.
3. The facility accessible twenty-four hours per day, three hundred sixty five days per year, including all state, federal and local holidays.
4. The facility is well-maintained, with a roof which is free of leaks. The records storage area is maintained at a temperature of 74-78 degrees Fahrenheit and a relative humidity of 40-55 percent. The temperature and humidity controls are computer monitored.
5. The records storage area has an operating dust filtration system.
6. Provisions made to secure the facility against intrusion, unauthorized access, alteration, sabotage or destruction of court records.
7. The facility in which the records are stored is an unmarked building.
8. The facility is equipped with protection against flooding and located in a non-flood prone area.

9. The facility must have the ability to withstand category 5 hurricane force winds or greater. Attach a copy of a certification by an architect of the facility<sup>TM</sup> ability to withstand category 5 hurricane force winds or greater.
10. The facility has a fire protection rating of no less than six hours and is equipped with an automated fire suppression system. The fire suppression system automatically activates under the control of smoke/fire detectors. The facility must have a fire wall to separate the records storage area from any area which might present a hazard to the records.
11. The facility has a back-up power system that will insure the facility is not without power for more than one hour.
12. All windows and doors through out the facility are to be wired to an operational electronic security system. The security system is connected to police, fire and a 24hour/ 7 day per week certified security service.
13. The facility is equipped with an electronic closed circuit television surveillance detection system.
14. The facility has a secure interior loading and unloading area.
15. Security barriers at all entry points of the facility, including access control systems, automatic gates to secured dock areas, fenced perimeter for entire facility, and secured access doors.
16. Company conducted daily security checks.
17. Security systems inspected and tested regularly by a party certified to inspect and test such systems.
18. Electronic access control system to the records storage area.
19. The facility has insurance coverage on the contents being stored. Provide proof of coverage and coverage limitations.
20. The facility is located at least one-quarter mile from other businesses or buildings that could be potentially hazardous.

21. The facility has adequate space to meet the current and projected needs of the Student Health Center. Provide the overall size of the records storage area and how much of this space is currently not occupied.
22. The racking and shelving is specifically designed for information management.
23. The successful bidder<sup>TM</sup>sourier vehicles are designed for safe transport with secure locking mechanisms, have climate controls and are equipped with temperature monitoring devices which can furnish computer generated reports on time and temperature readings from within the vehicle during delivery routes, are equipped with appropriate two-way communications and are equipped with security, fire and safety equipment.
24. Shipping and receiving records are signed and maintained for future reference.
25. Employees/drivers are bonded and provided with uniforms and identification cards.
26. After-hours personnel trained to handle client emergencies/requests.
27. The successful bidder must use a barcode tracking system capable of generating client computer reports and capable of generating a pickup report at the customer<sup>TM</sup>site at the time of pickup.
28. The facility must have a client review room.
29. Have an offsite facility for storing the successful bidder<sup>TM</sup>s backups of computerized records.
30. Guarantee pickup and/or delivery of an order to the Student Health Center medical records office within 24 hours (Monday - Friday excluding holidays) of contact by the Student Health Center staff.
31. Have secure password protected web site that provides the inventory of boxes containing the store records.
32. Have a written contingency plan in the case of disaster, including measures for restoring power, directives on accessing materials, instructions for providing enhanced security to the facility and its contents, and arrangements for disaster recovery services.

This contract may be terminated by either party with 30 days advanced notice in writing. Upon termination of the contract, the successful bidder will return all material on transporting pallets to the Student Health Center or a facility designated by the Student Health Center.

The amounts listed on the bid tabulation sheet are estimates for purposes awarding the bid only. The charges are to be billed monthly on actual amounts. The award will be based on the total of all estimates for initial and on-going acquisition, indexing, storage, retrieval and destruction of records.

### **BID INSTRUCTIONS**

Bid on per item amounts and multiply by approximations of quantities. Bid will be awarded on total estimated costs. Bid is based on vendor-supplied storage boxes of the following size: height: 10 inches, width: 12 inches, depth: 15 inches. 1.2 cubic foot (CF).

#### **References:**

1. NAME OF COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
DATES OF SERVICE \_\_\_\_\_
  
2. NAME OF COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
DATES OF SERVICE \_\_\_\_\_
  
3. NAME OF COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
DATES OF SERVICE \_\_\_\_\_

**BUSINESS ASSOCIATE'S AGREEMENT**  
**AMENDING A SERVICES AGREEMENT**

**Between the VENDOR and the CUSTOMER, both Designated Below**  
**(fiBusiness Associate™ Agreementfl)**

**Vendor: (Name & Address)**

(hereinafter referred to as fiVendorfl)

**Customer:**

**Student Health Center  
Louisiana State University  
Baton Rouge, LA 70803**

(hereinafter sometimes referred to as a fiCustomerfl)

**Effective Date:**

This Business Associate™ Agreement is hereby entered into by and between Vendor and Customer, effective as of the Effective Date. This Business Associate™ Agreement amends the following-described agreement entered into between Vendor and Customer pursuant to which Vendor is providing certain records management, data management, record destruction services, consulting services, digital archiving services and/or certain fulfillment services (fiVendor Services:fl) for Customer:

Customer Agreement,  
dated \_\_\_\_\_

Records Management and Service Agreement  
dated \_\_\_\_\_

Data Storage and Service Agreement  
dated \_\_\_\_\_

Correspondence Copying/ Release of Information Services Agreement  
dated \_\_\_\_\_

Confidential Destruction Service Agreement  
dated \_\_\_\_\_

Vendor and Customer are entering into this Business Associate™ Agreement in order to comply, to the extent set forth herein, with HIPAA (hereinafter defined), under which Customer is a fiCovered Entityfi and Vendor is a fiBusiness Associatefi of Customer. If and to the extent that Customer is not, or subsequently fails to continues to be, a covered entity( as defined in HIPAA), or Vendor is not, or fails to continue to be, a business associate (as defined in HIPAA), this Business Associate™ Agreement shall be of no effect.

This Business Associate™ Agreement shall be effective only if the Agreement remains in full force and effect and, if so in effect, this Business Associate™ Agreement shall be effective as of the Effective Date set forth above.

### **1. Definitions:**

fiBusiness Associatefi shall mean the Vendor entity identified above.

fiCovered Entityfi shall mean the Customer identified above.

Designated Record Setfi means: (1) A group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term firecordfi means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for a covered entity.

fiHIPAAfi shall mean the Health Insurance Portability and Accountability Act of 1996, as the same may, from time to time, be amended.

fiIndividualfi shall have the same meaning as the term ,individual™ in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

fiPrivacy Rulesfi shall mean those rules issued under HIPAA that became effective on April 14, 2001, as the same may, from time to time, be amended. The Privacy Rules require that most Covered Entities must be in compliance with the Privacy Rules by April 14, 2003. The Privacy Rule shall also mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E, as the same may relate to the relationship between a covered Entity and a Business Associate as further described in this business Associate™ Agreement.

fiProtected Health Informationfi shall have the same meaning as the term ,protected health information<sup>TM</sup> 45 CFR 164.501 and shall be limited to the information created or received by the Business Associate from or on behalf of Covered Entity.

fiRequired by Lawfi shall have the same meaning as term ,required by law<sup>TM</sup> 45 CFR 164.501.

fiSecretaryfi shall mean the Secretary of the Department of Health and Human Services or his designee.

## **2. Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Business Associate<sup>TM</sup> Agreement, the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Business Associate<sup>TM</sup>s Agreement or the Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate<sup>TM</sup>s Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Business Associate<sup>TM</sup> Agreement or the Agreement.
- (e) Business Associate has undertaken a program to obtain prior to April 13, 2003 appropriate written agreements from all its subcontractors and agents who may have access to Protected Health Information of covered Entities that such subcontractors and agents shall agree to the protection of such Protected Health Information and the restrictions applicable to the use and disclosure of such Protected Health Information.
- (f) Business Associate agrees to provide access to the Covered Entity to Protected Health Information in a Designated Record Set by retrieving the specified document, item of media identified by Covered Entity or the Designated Record Set in other available format, so that the Covered Entity may respond to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) If an amendment to Protected Health Information in a Designated Record Set is required, then the Covered Entity shall instruct the Business Associate to retrieve the document, item of media identified by Covered Entity or Designated Record Set in such



other available format so that the Covered Entity may make any such amendment to the Protected Health Information as may be required by either the Covered Entity or an Individual.

- (h) Business Associate agrees to make its internal practices, books and records relating solely to the use and disclosure of Protected Health Information created or received by Business Associate hereunder, on behalf of Covered Entity, available to the Covered Family, or at the request of the Covered Entity, to the Secretary, upon receiving not less than forty-eight (48) hours advance written notification by the Covered Entity.
- (i) Business Associate agrees to document such disclosures of Protected Health Information (but only to the extent that Covered Entity has provided Business Associate with sufficient information to know that Protected Health Information may reside in the records or data stored by Covered Entity with Business Associate). Subject to Covered Entity providing Business Associate with sufficient information upon which to make a determination as to the existence of Protected Health Information in records or data stored by Covered Entity with Business Associate, the documentation of such disclosures shall contain such information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity in a time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(i) of this Business Associate™ Agreement, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Business Associate™ Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of Covered Entity, as specified in the terms of the agreement.
4. **Obligations of Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
5. **Term and Termination.**
  - (a) Term. The Term shall commence as of the Effective Date set forth above, and, in connection with Business Associate™s obligations with respect to the Protected Health Information, shall terminate upon the later to occur of (i) the expiration of the

Agreement or (ii) when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate, on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 5.

- (b) Termination for Cause. Upon Covered Entity knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within not more than thirty (30) days following Business Associate's receipt of a written notice from Covered Entity setting forth the details of such material breach, then Covered Entity shall have the right to immediately terminate this Business Associate's Agreement and the Agreement identified.
- (c) Covered Entity's Right to Terminate if Business Associate Fails to Comply with the Applicable Provisions of the Privacy Rules of HIPAA by April 14, 2003: In the event that Business Associate fails to comply with the applicable Privacy Rules of HIPAA by April 14, 2003 (or such later date as Covered Entity may be required to so comply), then Covered Entity shall have the right to provide Business Associate with written notice, pursuant to which it may immediately terminate the Agreement at any time on or after such date.
- (d) Effect of Termination.
  - 1. Except as provided in paragraph 2 of this section, upon termination of this Business Associate's Agreement, for any reason, upon receipt of all monies then owing by Covered Entity to Business Associate, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Business Associate's Agreement to such Protected Health Information to

those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. Miscellaneous.**

- (a) Regulatory References. A reference in this Business Associate<sup>TM</sup>s Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The parties agree to negotiate in good faith any amendment to this Business Associate<sup>TM</sup>s Agreement which may be required from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Covered Entity to Business Associate, then the Covered Entity shall have the right to terminate this Business Associate<sup>TM</sup>s Agreement and the Agreement upon providing not less than thirty (30) days<sup>TM</sup> written notice to Business Associate.
- (c) Survival. The respective rights and obligations of Business Associate under Section 5(d) above of this Agreement shall survive the termination of this Agreement.

**CUSTOMER/Covered Entity:**

By:

Name:

Title:

Approved as to Form and Content:

VENDOR CONTRACTS DEPARTMENT

**VENDOR/Business Associate**

By:

Name:

Title:

By:

Name:

Title:

Date:

### Business Associate Contract Addendum

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, the undersigned, Louisiana State University Student Health Center (fiCovered Entityfi) and VENDOR Records Management (fiBusiness Associatefi) have entered into this fiBusiness Associate Contract Addendumfi (fiAddendumfi) for the purposes herein set forth.

#### 1. Business Associate Relationship

- (a) Covered Entity and Business Associate are parties to that certain contract, denominated **fiRecords Management-Student Health Center, Louisiana State Universityfi**, dated \_\_\_\_\_ (fithe Agreementfi), and pursuant to which Business Associate is performing functions or tasks on behalf of Covered Entity.
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (fiHIPAAfi), 45 CFR Parts 160 and 164 (fithe Privacy Rulefi). The intent and purpose of this Addendum is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 CFR 164.502(e) and 164.504(c).
- (c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity which meet the definition of fiBusiness Associate Activitiesfi in 45 CFR.160.103, and therefore Business Associate is a fiBusiness Associatefi of Covered Entity.
- (d) In order for Business Associate to perform its obligations under the Agreement, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 CFR 164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

#### 2. Definitions:

- (a) Protected Health Information. fiProtected Health Informationfi shall have the meaning found in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. fiProtected Health Informationfi may also be referred to as fiPHIfi.
- (b) Secretary. fiSecretaryfi shall mean the Secretary Department of Health and Human Services or his designee.

Terms used in this Addendum, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

#### 3. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose PHI other than as stated in this Agreement this Addendum or as Required By Law.

- (b) Business Associate Agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Addendum. Business Associate acknowledges receipt of a copy of Covered Entity<sup>TM</sup> policies and procedures for safeguarding PHI, and agrees to implement substantially identical safeguards for PHI in its possession.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- (d) Business Associate agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of , Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity<sup>TM</sup> compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

#### **4. Permitted Uses and Disclosures by Business Associate**

- (a) Except as otherwise prohibited by law or limited in the Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:

- (1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provide that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed ~~agents of~~ or ~~subcontractors of~~ Business Associate, within the meaning of Section 3(e) of this Addendum.
- (2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e) (2) (i) (B).

## **5. Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate<sup>TM</sup> use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity<sup>TM</sup> Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate<sup>TM</sup> use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any changes in covered Entity<sup>TM</sup> Notice of Privacy Practices.

## **6. Term and Termination of Agreement**

- (a) Term. The term of the Addendum shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity<sup>TM</sup> knowledge of a material breach by Business Associate of the terms of this Addendum, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure breach. Covered Entity may terminate this Agreement if Business Associate does not

cure the breach or end the violation within the time specified by Covered Entity.

- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
- (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (2) In the event that the Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**7. Miscellaneous**

- (a) Regulatory References. Any references in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Addendum from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Addendum, the Addendum shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Addendum entitled Effect of Termination shall survive the termination of this Addendum and/or the Agreement.
- (d) Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- (e) Material Breach of Addendum as Breach of Agreement. Any material breach of this Addendum by Business Associate shall constitute a material breach of the Agreement, in addition to the remedies provided herein.
- (f) Provisions of Addendum to Control. In the event of any conflict between the provisions of this Addendum and any of the other provisions of the Agreement, including any renewal, extension or modification thereof, the provisions of this Addendum shall control.
- (g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the Agreement shall be and remain the property of Covered Entity.
- (h) Indemnification and Contribution. Each party to this Addendum shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney<sup>TM</sup> fees and costs of defense and attorney<sup>TM</sup> fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- (i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.
- (j) Attorney<sup>TM</sup> Fees. If any legal action or other proceeding is brought for the enforcement of this Addendum or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney<sup>TM</sup> fees and costs incurred therein in addition to any other right of recovery.
- (k) Severability. If any clause or provision of the Addendum is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Addendum will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.
- (l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provisions or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.
- (m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Addendum.
- (n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Addendum shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by



overnight courier, or on the third (3<sup>rd</sup>) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Addendum shall be sent as follows:

Covered Entity:  
Student Health Center  
Louisiana State University  
Baton Rouge, LA 70803

Business Associate:  
VENDOR

Copy to:

Copy to:

THUS DONE AND SIGNED on the date first written above:  
Student Health Center, Vendor  
Louisiana State University

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

**LSU TERM CONTRACT – SPECIAL CONDITIONS**

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions above.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

**1. Scope of Contract**

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning July 1, 2006 and ending June 30, 2007, in accordance with all specifications, terms, and conditions.

**2. Initial Contract Period**

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

**3. Contract Renewals/Extensions**

At the option of LSU and acceptance by the Vendor, this contract may be renewed for two (12) additional twelve (12) month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed thirty-six (36) months.

**4. Estimated Quantities**

It is understood that LSU shall not be held responsible for purchasing any specified amount. Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs. Where usage is not available, a quantity of one (1) indicates a lack of history on this item. The successful Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

**5. Firm Pricing**

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

*LSU is a member of the National Association of Educational Buyers (NAEB) and the E & I Cooperative Purchasing Service.*

**6. Insurance Requirements**

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

**7. Vendor Parking on the LSU Campus – Permits & Gate Passes**

Vendors and contractors needing access to reserved, gated "C" parking lots for logistics in performing business with LSU must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at [www.lsu.edu/parking](http://www.lsu.edu/parking) and the 'Permits' webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for street parking. All vendors are responsible for adhering to LSU Parking Rules and Regulations – see the PTT "Information" webpage. Direct any questions to PTT at 225-578-5000 or visit their office located in the Public Safety Building on South Stadium Road.

**8. Vendor Non-Performance**

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

**9. Contract Amendments**

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

#### **10. Price Reductions**

Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

#### **11. Product Substitutions**

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

#### **12. Right to Add Department Users**

Where this solicitation may name one department as the primary contract user, the University reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

#### **13. Non-Exclusivity**

This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

#### **14. Contract Usage Report**

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

#### **15. Contract Evaluation**

LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website ([www.fas.lsu.edu/purchasing](http://www.fas.lsu.edu/purchasing)) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

#### **16. Termination for Non-Appropriation of Funds**

*The following condition shall apply to any contract covering multiple fiscal years:*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**BOARD OF SUPERVISORS  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL & MECHANICAL COLLEGE  
Purchasing Office, 213 Thomas Boyd Hall  
Baton Rouge, LA 70803-3001**

**INSURANCE REQUIREMENTS**

**WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

**COMMERCIAL GENERAL LIABILITY INSURANCE:** Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Under ground (XCU) Coverage.

**BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.